



# STATE OF MONTANA, FISH WILDLIFE AND PARKS INVITATION FOR BID (THIS IS NOT AN ORDER)

IFB Number: <b><u>060151</u></b>	IFB Title: <b><u>FWP 060151 Tractor</u></b>
IFB Due Date and Time: <b><u>January 26, 2006</u></b> <b><u>2:00 p.m., Local Time</u></b>	Number of Pages: <b><u>6 (six)</u></b>

## ISSUING AGENCY INFORMATION

Procurement Officer: <b><u>Sally Byrd</u></b>	Issue Date: <b><u>01/05/06</u></b>
<b><u>Fish Wildlife and Parks</u></b> <b><u>Purchasing Unit</u></b> <b><u>930 Custer Ave</u></b> <b><u>P O Box 200701</u></b> <b><u>Helena MT 59620-0701</u></b>	Phone: (406) <b><u>406-495-3249</u></b> Fax: (406) <b><u>406-495-3253</u></b> TTY Users, Dial 711  Website: <a href="http://www.fwp.mt.gov">http://www.fwp.mt.gov</a>

## INSTRUCTIONS TO BIDDERS

<b>COMPLETE THE INFORMATION BELOW AND RETURN THIS PAGE WITH YOUR BID AND ANY REQUIRED DOCUMENTS TO THE ADDRESS LISTED ABOVE UNDER "ISSUING AGENCY INFORMATION."</b>	Mark Face of Envelope/Package:  IFB Number: FWP <b><u>060151 Tractor</u></b> IFB Due Date: <b><u>January 26, 2006</u></b>
	Special Instructions: <b><u>Options to be listed separately. Options will only be purchased if funding is available.</u></b>
<b>Alternate Bids:</b> Vendors may submit alternate bids (a bid on supplies other than specified). Alternate bids are considered only if the vendor is the lowest responsible vendor on their primary bid. Bids must be clearly identified as "Primary" and "Alternate."	

## BIDDERS MUST COMPLETE THE FOLLOWING

Payment Terms: Net 30 days	Delivery Date:
Bidder Name/Address:	Authorized Bidder Signatory:  (Please print name and sign in ink)
Bidder Phone Number:	Bidder FAX Number:
Bidder E-mail Address:	
<b>IMPORTANT: SEE STANDARD TERMS AND CONDITIONS</b>	

## Standard Terms and Conditions

**By submitting a response to this invitation for bid, request for proposal, limited solicitation, or acceptance of a contract, the vendor agrees to acceptance of the following Standard Terms and Conditions and any other provisions that are specific to this solicitation or contract.**

**ACCEPTANCE/REJECTION OF BIDS, PROPOSALS, OR LIMITED SOLICITATION RESPONSES:** The State reserves the right to accept or reject any or all bids, proposals, or limited solicitation responses, wholly or in part, and to make awards in any manner deemed in the best interest of the State. Bids, proposals, and limited solicitation responses will be firm for 30 days, unless stated otherwise in the text of the invitation for bid, request for proposal, or limited solicitation.

**ACCESS AND RETENTION OF RECORDS:** The contractor agrees to provide the department, Legislative Auditor, or their authorized agents, access to any records necessary to determine contract compliance (Mont. Code Ann. § 18-1-118). The contractor agrees to create and retain records supporting the services rendered or supplies delivered for a period of three years after either the completion date of the contract or the conclusion of any claim, litigation, or exception relating to the contract taken by the State of Montana or third party.

**ALTERATION OF SOLICITATION DOCUMENT:** In the event of inconsistencies or contradictions between language contained in the State's solicitation document and a vendor's response, the language contained in the State's original solicitation document will prevail. Intentional manipulation and/or alteration of solicitation document language will result in the vendor's disqualification and possible debarment.

**ASSIGNMENT, TRANSFER AND SUBCONTRACTING:** The contractor shall not assign, transfer or subcontract any portion of the contract without the express written consent of the department. (Mont. Code Ann. § 18-4-141.)

**AUTHORITY:** The following bid, request for proposal, limited solicitation, or contract is issued under authority of Title 18, Montana Code Annotated, and the Administrative Rules of Montana, Title 2, chapter 5.

**COMPLIANCE WITH LAWS:** The contractor must, in performance of work under the contract, fully comply with all applicable federal, state, or local laws, rules and regulations, including the Montana Human Rights Act, the Civil Rights Act of 1964, the Age Discrimination Act of 1975, the Americans with Disabilities Act of 1990, and Section 504 of the Rehabilitation Act of 1973. Any subletting or subcontracting by the contractor subjects subcontractors to the same provision. In accordance with section 49-3-207, MCA, the contractor agrees that the hiring of persons to perform the contract will be made on the basis of merit and qualifications and there will be no discrimination based upon race, color, religion, creed, political ideas, sex, age, marital status, physical or mental disability, or national origin by the persons performing the contract.

**CONFORMANCE WITH CONTRACT:** No alteration of the terms, conditions, delivery, price, quality, quantities, or specifications of the contract shall be granted without prior written consent of the State Procurement Bureau. Supplies delivered which do not conform to the contract terms, conditions, and specifications may be rejected and returned at the contractor's expense.

**DEBARMENT:** The contractor certifies, by submitting this bid or proposal, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction (contract) by any governmental department or agency. If the contractor cannot certify this statement, attach a written explanation for review by the State.

**DISABILITY ACCOMMODATIONS:** The State of Montana does not discriminate on the basis of disability in admission to, access to, or operations of its programs, services, or activities. Individuals, who need aids, alternative document formats, or services for effective communications or other disability-related accommodations in the programs and services offered, are invited to make their needs and preferences known to this office. Interested parties should provide as much advance notice as possible.

**FACSIMILE RESPONSES:** Facsimile responses will be accepted for invitations for bids, small purchases or limited solicitations ONLY if they are completely received by the State Procurement Bureau prior to the time set for receipt. Bids, or portions thereof, received after the due time will not be considered. Facsimile responses to requests for proposals are ONLY accepted on an exception basis with prior approval of the procurement officer.

**FAILURE TO HONOR BID/PROPOSAL:** If a bidder/offeror to whom a contract is awarded refuses to accept the award (PO/contract) or, fails to deliver in accordance with the contract terms and conditions, the department may, in its discretion, suspend the bidder/offeror for a period of time from entering into any contracts with the State of Montana.

**FORCE MAJEURE:** Neither party shall be responsible for failure to fulfill its obligations due to causes beyond its reasonable control, including without limitation, acts or omissions of government or military authority, acts of God, materials shortages, transportation delays, fires, floods, labor disturbances, riots, wars, terrorist acts, or any other causes, directly or indirectly beyond the reasonable control of the non-performing party, so long as such party is using its best efforts to remedy such failure or delays.

**HOLD HARMLESS/INDEMNIFICATION:** The contractor agrees to protect, defend, and save the State, its elected and appointed officials, agents, and employees, while acting within the scope of their duties as such, harmless from and against all claims, demands, causes of action of any kind or character, including the cost of defense thereof, arising in favor of the contractor's employees or third

parties on account of bodily or personal injuries, death, or damage to property arising out of services performed or omissions of services or in any way resulting from the acts or omissions of the contractor and/or its agents, employees, representatives, assigns, subcontractors, except the sole negligence of the State, under this agreement.

**LATE BIDS AND PROPOSALS:** Regardless of cause, late bids and proposals will not be accepted and will automatically be disqualified from further consideration. It shall be solely the vendor's risk to assure delivery at the designated office by the designated time. Late bids and proposals will not be opened and may be returned to the vendor at the expense of the vendor or destroyed if requested.

**PAYMENT TERM:** All payment terms will be computed from the date of delivery of supplies or services OR receipt of a properly executed invoice, whichever is later. Unless otherwise noted in the solicitation document, the State is allowed 30 days to pay such invoices. All contractors will be required to provide banking information at the time of contract execution in order to facilitate State electronic funds transfer payments.

**RECIPROCAL PREFERENCE:** The State of Montana applies a reciprocal preference against a vendor submitting a bid from a state or country that grants a residency preference to its resident businesses. A reciprocal preference is only applied to an invitation for bid for supplies or an invitation for bid for nonconstruction services for public works as defined in section 18-2-401(9), MCA, and then only if federal funds are not involved. For a list of states that grant resident preference, see <http://www.mt.gov/doa/gsd/procurement/reciprocalpreference.asp>.

**REFERENCE TO CONTRACT:** The contract or purchase order number MUST appear on all invoices, packing lists, packages and correspondence pertaining to the contract.

**REGISTRATION WITH THE SECRETARY OF STATE:** Any business intending to transact business in Montana must register with the Secretary of State. Businesses that are incorporated in another state or country, but which are conducting activity in Montana, must determine whether they are transacting business in Montana in accordance with sections 35-1-1026 and 35-8-1001, MCA. Such businesses may want to obtain the guidance of their attorney or accountant to determine whether their activity is considered transacting business.

If businesses determine that they are transacting business in Montana, they must register with the Secretary of State and obtain a certificate of authority to demonstrate that they are in good standing in Montana. To obtain registration materials, call the Office of the Secretary of State at (406) 444-3665, or visit their website at <http://www.sos.state.mt.us>.

**SEPARABILITY CLAUSE:** A declaration by any court, or any other binding legal source, that any provision of the contract is illegal and void shall not affect the legality and enforceability of any other provision of the contract, unless the provisions are mutually dependent.

**SHIPPING:** Supplies shall be shipped prepaid, F.O.B. Destination, unless the contract specifies otherwise.

**SOLICITATION DOCUMENT EXAMINATION:** Vendors shall promptly notify the State of any ambiguity, inconsistency, or error, which they may discover upon examination of a solicitation document.

**TAX EXEMPTION:** The State of Montana is exempt from Federal Excise Taxes (#81-0302402).

**TECHNOLOGY ACCESS FOR BLIND OR VISUALLY IMPAIRED:** Contractor acknowledges that no state funds may be expended for the purchase of information technology equipment and software for use by employees, program participants, or members of the public unless it provides blind or visually impaired individuals with access, including interactive use of the equipment and services, that is equivalent to that provided to individuals who are not blind or visually impaired. (Mont. Code Ann. § 18-5-603.) Contact the State Procurement Bureau at (406) 444-2575 for more information concerning nonvisual access standards.

**TERMINATION OF CONTRACT:** Unless otherwise stated, the State may, by written notice to the contractor, terminate the contract in whole or in part at any time the contractor fails to perform the contract.

**UNAVAILABILITY OF FUNDING:** The contracting agency, at its sole discretion, may terminate or reduce the scope of the contract if available funding is reduced for any reason. (Mont. Code Ann. § 18-4-313(4).)

**U.S. FUNDS:** All prices and payments must be in U.S. dollars.

**VENUE:** This solicitation is governed by the laws of Montana. The parties agree that any litigation concerning this bid, request for proposal, limited solicitation, or subsequent contract, must be brought in the First Judicial District in and for the County of Lewis and Clark, State of Montana, and each party shall pay its own costs and attorney fees. (Mont. Code Ann. § 18-1-401.)

**WARRANTIES:** The contractor warrants that items offered will conform to the specifications requested, to be fit and sufficient for the purpose manufactured, of good material and workmanship and free from defect. Items offered must be new and unused and of the latest model or manufacture, unless otherwise specified by the State. They shall be equal in quality and performance to those indicated herein. Descriptions used herein are specified solely for the purpose of indicating standards of quality, performance and/or use desired. Exceptions will be rejected.

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**Tractor Specifications**

Provide and deliver, F.O.B. to Townsend, Montana, U.S. manufacturer's new, current model tractor complete with the specifications listed herein:

Base tractor with manufacturer's factory installed cab, mechanical front wheel drive, and front loader.

1. Color: Unit shall be painted the manufacturer's standard color.
2. Engine: Tractor unit shall be equipped with heavy duty industrial rated, water cooled 3 or 4 cylinder diesel engine minimum 62-70 PTO horsepower at 2200 rpm and shall include the following minimum specifications:
  - a) Vertical below hood exhaust system including weather protection.
  - b) Heavy duty, dry-type air cleaner with pre-cleaner.
  - c) A mechanical gauge or an audio/visual warning system shall be provided to monitor each of the following:
    - 1) Hour meter
    - 2) Engine oil pressure
    - 3) Engine water temperature
    - 4) Volt or ammeter
    - 5) Transmission oil pressure
    - 6) Battery
    - 7) Hydraulic oil filter
    - 8) Hydraulic oil pressure
    - 9) Air cleaner restriction
  - d) Antifreeze shall be permanent type 50/50.
  - e) Full flow vertical oil filter.
  - f) Minimum 19.5-gallon fuel tank.
  - g) Fuel filter.
  - h) Engine coolant heater- 1000 watt.
3. Electrical System: Unit shall be equipped with a twelve (12) volt electrical system to include the following:
  - a) Key start safety switch ignition.
  - b) Safety start switch.
  - c) Minimum 80-amp alternator.
  - d) Heavy-duty battery minimum 700 cold cranking amps.
  - e) Headlights, taillights, turn signals and brake lights.
  - f) Electric horn.
4. Transmission: Unit shall be equipped with a synchronized transmission and manufacturer's recommended clutch for 16 X 16 mechanical shuttle, 9F/3R SyncShuttle with 540/540E PTO, or 12 X 12 Synchro Command with mechanical shuttle.
5. Hydraulic System: Live hydraulics with position control, top link draft control, automatic flow control, 3 sets of auxiliary remote hydraulic couplers, rear mounted quick release couplers, Category II 3-pt linkage, single pump hydraulic system 14.5 GPM minimum.
6. Tractor Hitch: Three-point hitch shall be provided: Category II with stabilizer bar or sway blocks.

7. Tires and Wheels: Front and rear tires will be the manufacturer's recommended standard agricultural type tires for the unit. Under Optional bid item #1, dealers may recommend 'upgrading' to a higher quality tire package to replace the base bid tires. Optional bid items will only be considered for purchase if available funding is left.
8. Body and Miscellaneous Equipment: Unit shall be equipped with the following:
  - a) Cab with large doors to exit either left or right. Each door will lock.
  - b) Shall include integral ROPS.
  - c) Air conditioning, heater/defroster.
  - d) Adjustable seat including seat belt.
  - e) Rear fenders.
  - f) Radiator guard.
  - g) Hydraulic actuated wet disc brakes with parking brake.
  - h) Electro-hydraulic differential lock.
  - i) Interior dome light.
  - j) Tinted glass.
  - k) AM/FM radio with antenna.
  - l) Independent "Live" 540 rpm PTO.
  - m) Noise suppression feature.
  - n) Heavy-duty hood guard-installed.
  - o) Mounted toolbox.
  - p) Attached rear wheel weight system with approximately 500 pounds per rear wheel.
  - q) Factory installed drawbar.
9. Front Wheel Drive: Unit shall be equipped with mechanical front wheel drive with limited slip differential and drive shaft shield protection cover.
10. Front Loader: Unit will be equipped with a factory installed front end loader and bucket suitable for a tractor unit equipped with the front wheel drive option.
  - a) Mounting frames designed to distribute loader forces evenly throughout tractor's frame.
  - b) Quick attached 72-inch bucket. Approximately .55 cu. yd.
  - c) Single lever, independent valve controls for boom and bucket.
  - d) Bucket level indicator.
  - e) All pivot locations greaseable with hardened pins and bushings.
  - f) Non self-leveling.
11. Warranty: A 24 month parts and labor warranty including transportation cost to purchasers location of tractor, includes the body, cab, engine and power train.
12. Manuals: The successful bidder shall provide one (1) copy of the Operator's Manual and one (1) copy of the current parts and repair manual.
13. Delivery: The successful bidder will deliver the contracted purchased machine within 90 days, F.O.B. to Canyon Ferry Wildlife Management Area, 39 Centerville Road (1 mile north of Townsend), Townsend, Montana, at a pre-arranged time with Tom Carlsen and Fred Jakubowski (406-266-3367).
14. Training: Vendor shall provide a minimum one (1) hour training session on operation and maintenance at the time of delivery at no additional costs.

15. Optional Additions: The following is a list of possible options that may be added to the base price of the utility tractor. These options should be listed separately to the base bid of the machine and will only be purchased if available funding is left. If any item(s) are standard equipment, please specify.

Option #1: Tire package upgrade. Specify recommended tire replacement from 'standard tire' package, to a heavy-duty agricultural tire package more suitable for farm equipment and loader work.

Option #2: Heavy-duty PTO driven post hole digger, approximately 33 inches in length with a 12 inch auger suited to the tractor horse power.

Option #3: Air suspension seat.

Option #4: Heavy-duty rear leveling blade. Rear blade width 8', height 18", replaceable/reversible high-carbon steel cutting edge, Category II 3-point hitch attachment, Hydraulically controlled offset, tilt and angle.

Option #5: Heavy-duty Rotary mower/cutter, lift type, PTO drive, 6 ft. cutting width, slip clutch, driveline protection, stump jumper, deck thickness .25", skirt thickness .25", suction type cutting blades 1/2" x 3", Category II 3-point hitch attachment.

Option #6: Heavy-duty box blade. Minimum 72-inch width, Category II 3-point hitch mounted. Replaceable, hardened scarifier points with replaceable scarifier shanks. Hydraulically operated scarifier bar and a hinged tailgate.

The specifications listed for the proposed utility tractor package are typically met, but not limited to, the brands/models: John Deere 5425, Case JX1075C, and New Holland TL80.

Vendors should specify, with bid response, any exceptions to the listed specifications. Exceptions to the listed specifications will be reviewed in the bid tabulations. Vendors may submit bid for more than one brand/model, meeting the minimum specifications for each brand/model submitted.

## Price Sheet

Tractor Base Price: \_\_\_\_\_ \$

**Exceptions to Specifications:**

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**Options:**

Option #1 Tire Package Upgrade \_\_\_\_\_ \$

Option #2 Post Hole Digger \_\_\_\_\_ \$

Option #3 Air Suspension Seat \_\_\_\_\_ \$

Option #4 Rear Blade \_\_\_\_\_ \$

Option #5 Rotary Mower / Cutter \_\_\_\_\_ \$

Option #6 Heavy Duty Box Blade 72" \_\_\_\_\_ \$

BIDDERS MUST COMPLETE THE FOLLOWING	
<b>Payment Terms: Net 30 days</b>	<b>Delivery Date:</b>
<b>Bidder Name/Address:</b>	<b>Authorized Bidder Signatory:</b>
	(Please print name and sign in ink)
<b>Bidder Phone Number:</b>	<b>Bidder FAX Number:</b>